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# 870 287

MEMORANDUM  
OF UNDERSTANDING

BETWEEN

TENNESSEE HEALTHCARE AND PUBLIC SERVICE  
WORKERS UNION.

SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 205

AND

METROPOLITAN GOVERNMENT  
OF  
NASHVILLE AND DAVIDSON COUNTY

(general unit)  
3,600  
~~6,500~~ employees

7/1/01 - - 6/30/04

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## PREAMBLE

This Memorandum of Understanding, made and entered into by and between the Metropolitan Government of Nashville and Davidson County (METRO) and Service Employees International Union, Local 205, its successors and assigns (UNION);

WHEREAS, the parties are mutually committed to providing the best services possible to the Citizens of Metropolitan Nashville; and

WHEREAS, the parties enter this Memorandum of Understanding for the purpose of establishing a harmonious and cooperative relationship, and to more effectively carry out the personnel policy and administration of the Metropolitan Charter, the ordinances enacted pursuant thereto, and the rules and regulations of the Civil Service Commission;

**ARTICLE 1**  
**RECOGNITION**

1. **RECOGNITION:** Metro recognizes and acknowledges that the Union is the exclusive authorized representative of all regular and part-time employees classified as nonexempt under the Fair Labor Standards Act and designated as non-exempt employees by the Civil Service Commission; excluding confidential employees. (SEE ATTACHMENT A-CLASSIFICATION ELIGIBLE FOR UNION MEMBERSHIP). If circumstances require addition or deletion of certain classifications with duties similar to duties currently represented by the Union, the Employer agrees those classifications shall be in the bargaining unit.
2. **CONFIDENTIAL EMPLOYEES:** Confidential employees shall mean all employees of the Mayor's office, Department of Law, Department of Personnel and employees in the Department of Finance that are in the Division of Budgets, Division of Payroll or connected with the Director's office.
3. The agreement shall not apply to employees of the Board of Public Education, Board of Health, Hospital Authority, Metropolitan Development and Housing Agency, Nashville Electric Service, and the Metropolitan Transit Authority.
4. This Memorandum of Understanding does not apply to employees who are members of other Representatives recognized by METRO, such other Representatives having the same rights, privileges, duties and obligations as are provided by law.
5. **PRESERVATIONS OF RIGHTS:** This agreement shall not prejudice the rights of any employee to refrain from engaging in membership or activity of the named UNION and shall not prejudice any right guaranteed to employees by the Metropolitan Ordinances, or the Metropolitan Civil Service Rules and Regulations, nor shall it in any way impair or diminish the powers, rights or duties of METRO or the Metropolitan County Council as established by the Metropolitan Charter or other statutes, ordinances or regulations.
6. **RIGHT TO REPRESENTATION:** It is understood that the sole purpose of this Memorandum of Understanding is to allow the UNION to represent all employees who desire to be represented in the above-described unit in the exercise of the rights of said employees under the Rules and Regulations of the Metropolitan Civil Service Commission, and the provisions of this Memorandum of Understanding.

## **ARTICLE 2**

### **UNION MEMBERSHIP**

1. IT IS AGREED that any employee is free to join and assist the UNION without fear of retaliation of any kind. No department supervisor or agent of Metro shall interfere with, restrain, coerce, or intimidate an employee in the exercise of his/her right to join or refrain from joining the UNION. No department supervisor or representative of METRO shall discriminate against any employee with regard to employment, or the terms and conditions of employment because he has formed, joined, or chosen to be represented by the UNION because he has given testimony or taken part in any grievance procedure or other hearing, negotiation or conference on behalf of the UNION recognized under the terms of this Memorandum of Understanding.
2. All employees shall have the same right to refrain from membership in the UNION. The UNION agrees that it will not interfere with, coerce or intimidate any employee into joining the Representative Group. The UNION recognizes that no employee is required to join the UNION, but every employee has the right to choose of his own free will whether or not he will or will not Join the group. The UNION further agrees that there will be no interference with the free right of any employee of METRO to enter and leave work sites and property of METRO unmolested.

### **ARTICLE 3**

#### **NON-DISCRIMINATION**

The provisions of this Agreement, in accordance with applicable Federal and State Laws, shall be applied equally to all employees without discrimination as to sex, marital status, race, religion, national origin, age, disability or political affiliation. The UNION shall share equally with METRO the responsibility for applying this provision of the Memorandum of Understanding.

## **ARTICLE 4**

### **GRIEVANCES**

1. Class action grievances: It is further agreed that to the extent consistent with the rules and regulations of the Metropolitan Civil Service Commission, the UNION may, upon agreement with METRO, present a grievance on behalf of one employee for the purpose of determining the rights of similarly situated employees, either in the entire unit or in a category of employees as to any issue; the outcome of which may impact upon the terms and conditions of employment within the particular unit or category.
2. RIGHT TO REPRESENTATION: Employees shall have the right to the presence of representation of his choosing at all stages of the grievance procedures in accordance with the rules of the Civil Service Commission. This shall include the right to the presence and assistance of a UNION representative, when requested, in situations including disciplinary action, hearings, investigations, any meeting that may lead to discipline, and/or any other action affecting the employment of an employee. This does not remove the prohibition of unauthorized practice of law by Union representatives before the Civil Service Commission in disciplinary or grievance proceedings.



## **ARTICLE 5**

### **ACCESS TO METRO PROPERTY**

1. IT IS AGREED that authorized representatives of the UNION shall have visitation rights to all areas of employment so long as it does not hinder or interfere with necessary operations of the Metropolitan Government. Such visits shall be for the purpose of investigating grievances and disciplinary actions, conferring with officials of METRO, and ensuring compliance with this Memorandum of Understanding, and the Rules and Regulations of the Civil Service Commission.
2. METRO agrees that its officers, managers and supervisory personnel will accommodate all reasonable requests for such visitation and will take no action to hinder, harass or intimidate the UNION's agent or employee(s) during the course of such visitation.
3. The UNION shall notify the appropriate supervisor of such visit in advance whenever possible and, in any event, shall report his presence and purpose first to the supervisor.
4. IT IS AGREED that no other labor organizations shall have the right to enter onto work sites during normal work hours of the Metropolitan Government for the purpose of distributing material or soliciting members from or to employees within the Bargaining unit, as defined in Article 1.

## **ARTICLE 6**

### **BULLETIN BOARDS**

1. The UNION shall have the right to place notices on the bulletin boards. Bulletin boards may be used only for the following notices:
  - a. Recreational and social affairs of the UNION;
  - b. Notices of UNION meetings;
  - c. UNION elections
  - d. Reports of UNION committees;
  - e. Rulings on policies of the UNION; and
  - f. UNION newsletters.
2. All posted materials must be signed or initialed by the UNION's Executive Director or designated representative, and a copy forwarded to the appropriate supervisor. Any violation of this Section authorized by the UNION shall entitle METRO to immediately cancel the provisions of this Section and revoke the UNION's privilege to use the Bulletin Boards pursuant to this Section.

## **ARTICLE 7**

### **WORKSITE MEETINGS**

1. The UNION shall be allowed to hold meetings with employees before or after regular scheduled working hours so long as such meetings do not interfere with the proper operation of METRO. All meetings by the UNION with employees, other than those meetings specifically set out in Article 5, shall be controlled by this Article.
2. METRO agrees that meetings may be held at no charge in the most appropriate space to the worksite if such space is not then occupied or in use.
3. The UNION agrees to request use of such space in writing at least 48 hours in advance of the time for such meetings and will state the time and the location of the meeting.
4. Within twenty-four (24) hours after receiving such notice, the department head or designee will advise the UNION by phone whether the time and location of the meeting are approved. If a time and location are not approved, that will be confirmed in writing, with a reason given as to why it was not approved.
5. The union may also hold 15-minute meetings once a month at each worksite during working hours. As a rule, such meetings will be contiguous to breaks or the beginning or end of a shift.
6. Meetings are not to interfere with other workers on the site, and if a location and/or time interferes with anyone performing their duties, the meeting shall be scheduled at a different time or location.

## **ARTICLE 8**

### **LEAVES OF ABSENCE**

From time to time UNION members (who are Metro employees) may desire to take a leave of absence to attend a convention, meeting or other UNION sponsored activity, or perform UNION business. Request for such leave must be made in accordance with the Civil Service Rules and Regulations in force at the time of the request for leave, and shall not be duly denied or withheld.

## **ARTICLE 9**

### **PERSONNEL POLICY**

1. It is understood that the personnel policy of METRO and its administration is specifically provided for by the Metropolitan Charter, and the Metropolitan Civil Service Commission is legally responsible for developing and fostering the effectiveness of this personnel policy in the manner provided by Article 12 of the Metropolitan Charter and its established rules and regulations set forth in Section 12.06 of the Metropolitan Charter.
2. A list of all job classifications included in the Bargaining Unit, as mutually agreed to as of the signing of this Memorandum of Understanding and as hereafter amended, shall be attached and appended hereto, by reference, as if copied verbatim herein.
3. **CIVIL SERVICE RULES:** It is agreed that the rules and regulations of the Metropolitan Civil Service Commission, as they may be amended from time to time by the Metropolitan Civil Service Commission, shall be made a part of this Memorandum of Understanding, by reference as if copied herein verbatim and attached hereto; provided, however, that the UNION may pursue its right to propose changes in terms and conditions of employment as provided for this Memorandum of Understanding. The parties agree that during the life of this agreement there will not be changes to the Civil Service Rules without the parties meeting and seeking good faith agreement on those changes.
4. **RIGHT TO REPRESENTATION:** It is agreed that the UNION will be recognized as the representative of the employee member covered under this agreement in connection with any matter affecting a member and arising under Article 12 of the Metropolitan Charter or the rules or regulations of the Metropolitan Civil Service Commission, where such representation is specifically authorized, provided that the affected employee, in writing, has designated the UNION as his representative for this purpose.
5. **Personnel Files:** Employees shall have the right to examine the contents of their personnel files at designated or mutually agreed upon times. Employees may attach written comments to any adverse personnel record maintained in their file.

## **ARTICLE 10**

### **PAYROLL DEDUCTION OF DUES**

1. The Metropolitan Government agrees to deduct UNION dues, fees and assessments, from the pay of all employees covered by the Memorandum of Understanding who request, in writing, that such deductions be made. The amount to be deducted from each paycheck will be based on a written certification, by the Financial Secretary of the UNION to METRO, of the appropriate authorized dues to be deducted for every member.
2. The written authorization for payroll deductions shall not be revocable except as of January 1 and July 1, such revocation being designated by written notice, on forms provided by the UNION signed by the affected employee and sent to both METRO and the UNION at least thirty (30) days before the effective date of the revocation, but in no event earlier than forty (40) days prior to the effective date of revocation.
3. Authorizations for payroll deduction shall become effective on the next payroll date occurring at least 30 days after receipt of the authorization for the deduction by the Payroll Division of the Department of Finance; provided, however, that if a member of the UNION is transferred from his job position so as to move from the jurisdiction of the UNION, the authorization of dues deduction may be revoked by the employee at the beginning of the next payroll period closest to the effective date. The UNION agrees to hold METRO harmless from any claims made against METRO pursuant to this Section.
4. RETIREES: Employees who have retired from Metropolitan Government, and who are receiving either a service pension or disability pension, may authorize payroll deduction of UNION dues from their pension checks, in accord with the provisions of this Article.
5. All money deducted by METRO for dues shall be remitted to the UNION monthly by mail or delivery to the Service Employees International Union, Local 205. The UNION shall designate the individual to whose attention dues shall be remitted. This designation will be by letter to the Director of Finance for METRO.
6. No supervisory employee of the Metropolitan Government shall encourage, attempt to influence, or in any way assist employees in the bargaining unit in their decision as to whether to maintain UNION dues check off.
7. COPE Checkoff. Upon receipt of forms requesting checkoff from the UNION's COPE fund. Such deduction shall be made twice a month in the same pay period as union dues. A list of these deductions shall be forwarded with the funds to SEIU COPE c/o the SEIU Local 205 headquarters.

## **ARTICLE 11**

### **WAGES AND BENEFITS**

1. The parties hereto agree that wages paid to employees in respective position or job classifications shall be in accordance with the Pay Plan for METRO as from time to time amended. It is agreed that, during the life of this agreement, changes will not be made in the Pay Plan or benefit program without the parties having the opportunity to meet and confer.
2. It is agreed that a copy of the Pay Plan and job classifications, as amended and approved by METRO, shall be made a part of this Memorandum of Understanding by reference, as if copied herein verbatim, and attached hereto.
3. BARGAINING UNIT LIST: METRO shall provide the following information to the union upon request in both printed and compatible data base formats- names, employee numbers, addresses, job classifications, job title number, dates of hire, department, division, section, race, gender and rate of pay. Metro shall also provide the union with a monthly update of new hires, terminations, classification changes, moves to pension status and address changes with employee numbers in the same format as above.

Upon the union's request, departments shall provide employee names, divisions, exact work locations, and work phone numbers. The latter information shall be provided in an electronic format whenever possible. The Civil Service Commission will request the departments within the Metropolitan Government to work with SEIU in creating a database of personal telephone numbers of non exempt employees. All unpublished telephone numbers or those specifically requested in writing must be omitted from any list that is created.

Metro shall also provide to the union, a list, in an electronic format, a listing of each pay periods dues and COPE deductions, along with employees names and numbers.

## **ARTICLE 12**

### **MUTUAL RIGHTS AND OBLIGATIONS**

1. The parties agree to abide by the provisions set forth in this Memorandum of Understanding. This Memorandum of Understanding may be amended by mutual agreement of the parties any time during the period of time in which it is in effect.
2. The UNION shall not initiate or engage in, and no members of the UNION shall participate or engage in any strike, slow down, boycott or other Interruption of work (primary or sympathy). The Mayor shall have full and binding authority to determine if a strike, slow down, boycott or other interruption of work has in fact occurred; provided, however that the Mayor's determination shall not be binding on a court, and nothing herein shall be construed to limit the parties rights to seek a judicial determination as to whether or not a strike, slow down, boycott or other interruption of work occurred. Should a strike, slow down, boycott or other interruption of work occur, METRO shall notify the UNION that such activity exists and request information from the UNION as to whether the activity has been authorized or initiated by the UNION. immediately thereafter, the UNION shall respond to METRO's request in writing. Upon receiving notice of a strike, slow down, boycott, or other interruption of work, the UNION will immediately take all reasonable steps to terminate such activity and induce UNION members to return to work. Employees participating in a strike, slow down, boycott or other work interruption, are subject to disciplinary action, which may include discharge.
3. Violation of this Article by the UNION initiating or engaging in a strike, slow down, boycott or other interruption of work or the UNION's failure to respond to METRO's request for advice as to whether the UNION has authorized or initiated the action shall be cause for METRO to terminate this agreement upon giving written notice to this effect to the President or Executive Director of the UNION in addition to whatever other remedies may be available to METRO at law or in equity.
4. The Metropolitan Government hereby agrees that it will not lock-out employees during the term of this agreement.
5. METRO and the UNION are bound by certain laws, regulations, ordinances and other directives and that the UNION is bound by such laws, regulations, ordinances and directives. Nothing herein shall contravene or minimize such laws, regulations, ordinances or directives.



**ARTICLE 13**  
**NEGOTIATIONS**

1. Upon the UNION's request, appropriate representatives of the Metropolitan Government shall meet, confer and negotiate with the UNION in good faith over proposals for changes in the General Pay Plan, Civil Service Rules, Departmental Rules, Policies, and in other economic employee benefits. The Metropolitan Government shall provide notice to the UNION of its annual budget cycle. All boards, commissions or appointing authorities shall meet and confer with the UNION on request. All such negotiations shall proceed in a timely manner and the parties shall seek prompt agreement.
2. The UNION shall be limited to eight (08) bargaining unit members and one (01) member of the UNION staff at the negotiating table.
3. METRO shall release UNION Bargaining Committee Members for the purpose of negotiations and preparation for negotiations without loss of pay. The Executive Director of the UNION shall make such request in writing to the appropriate department heads. Such permission shall not be withheld.
4. In all matters of representation, both parties shall act in a timely manner with prompt exchange of proposals. All negotiations will be conducted in good faith by both parties.

## **ARTICLE 14**

### **UNION STEWARDS**

1. The Metropolitan Government agrees to recognize duly authorized UNION stewards in the representation of employees under the terms of this Agreement and the Rules and Regulations of the Civil Service Commission.
2. The UNION shall provide the appropriate department head with a list of the designated UNION stewards within that department and shall notify the appropriate department head of any changes.
3. For the purpose of investigating and/or presenting a grievance, a steward may, with the prior permission of his immediate supervisor, be released from his duties for a reasonable period of time during working hours without loss of pay. Stewards shall endeavor to conduct such business in a timely manner. Such permission shall not be unduly withheld.

## **ARTICLE 15**

### **SEVERABILITY**

It is specifically agreed that the provisions of this Memorandum of Understanding are declared to be severable. If any section, article, provision, sentence, clause, phrase or part of this Memorandum of Understanding is judicially determined to be void, illegal or unenforceable, or in violation or conflict with the rules or standards established by the Metropolitan Civil Service Commission, the remainder of this Memorandum of Understanding shall continue in full force and effect and be binding on the parties hereunto. If any section, article, provision, sentence, phrase or part of this Memorandum of Understanding is declared void, illegal or unenforceable, the UNION or METRO may exercise the right to request negotiations of the part or parts of this Memorandum of Understanding which are declared void, illegal, or unenforceable, provided that during such negotiations, the remainder of this Memorandum of Understanding shall remain in full force and effect, provided further that these provisions are not declared void, illegal or otherwise unenforceable.

**ARTICLE 16**

**MEETINGS AND CONFERENCES**

Delegates and Alternates elected to represent employees covered by this Agreement at conferences and meetings of Local, State and National levels and affiliated bodies to the Union shall be released from work with pay should such meetings conflict with their regular working hours.

## **ARTICLE 17**

### **RELEASE TIME**

The Union shall be annually allocated 2080 hours of release time with pay for Union members. The release time will allow members to conduct such representative business that has a public purpose. Appropriate use of release time includes, but is not limited, to the following:

- a) Facilitate communication between management of Metro departments and employees.
- b) Help promote a professional image of the Metropolitan Government and its employees.
- c) Assist SEIU members in resolving grievances.
- d) Promote good working conditions in the Metropolitan Government.
- e) Foster cooperative problem solving between labor and management.
- f) Promoting quality services in Metropolitan Government.
- g) Educating employees about their rights and responsibilities.

The release time referred to above will be requested in writing by the Union's Executive Director to the appropriate authority and copies to the Director of Human Resources who shall track the use of such time. The release time shall be granted unless the appropriate authority determines that the requested leave time hinders or interferes with the necessary operations of the Metropolitan Government.

The Union may utilize an additional day of release time for up to 30 union members for the purpose of stewards training. The training of the stewards shall be consistent with the public purpose of the release time described above.

The clauses above do not alter any agreement between the Department of Water Services and the Union about training or release time.

## **ARTICLE 18**

### **ORIENTATION**

Metro employees and staff designated by the Union should have the right to make a 20 - 30 minute presentation at Metro orientation programs. Attendance of Metro employees at the Union presentation is at the option of the individual employee. Metro will notify the Union at least 14 days before such orientation sessions by Metro Human Resources.

**ARTICLE 19**

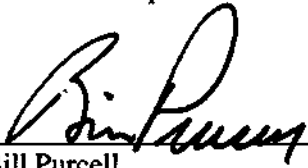
**DURATION AND AMENDMENT**

The term of this Memorandum of Understanding is three years, extending from, July 1, 2001, to June 30, 2004. This Memorandum of Understanding may be renewed or modified by mutual agreement.

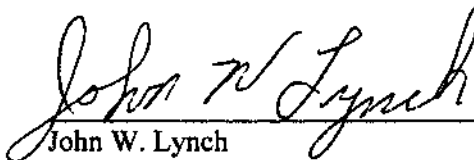
If modifications are proposed, both parties shall meet and confer in good faith with respect to the matters covered by such proposed modifications.

SIGNED:

For the Metropolitan Government:


  
Bill Purcell  
Mayor


  
William H. Farmer  
Chairman, Civil Service Commission

  
John W. Lynch  
Director, Department of Human Resources

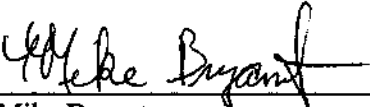
For SEIU, Local 205

  
Jack Watkins  
Water Services

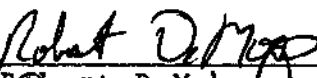
  
Lisa Parks  
Planning Commission

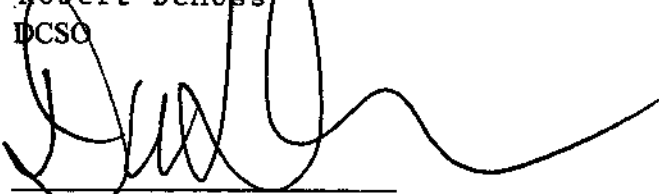
  
Ric Turner  
Water Services

  
Al Burke  
Water Services

  
Mike Bryant  
Parks and Recreation

  
Kevin Tevis  
DCSO

  
Robert DeMoss  
DCSO

  
Don Driscoll, Exec. Director